

Assignment of Patent Rights

CCPY

Dated: May 29, 2001

Assignor: Mr. Brian McConnell
Address: 841 Corbett Avenue
San Francisco, CA 94131

Assignor: Mr. David Krupinski
Address: 50 Canterbury Court
Teaneck, NJ 07666

Assignee: Trekmail, Inc.
Address: 841 Corbett Avenue
San Francisco, CA 94131

Assignor:
Address:

Assignor:
Address:

Assignor:
Address:

If there is more than one Assignor or Assignee, the words "Assignor" and "Assignee" shall include them.

This assignment relates to:

☒ a United States patent application signed by Assignor on June 18, 2001 and entitled INTERACTIVE VOICE AND TEXT MESSAGE SYSTEM; or

☐ a United States patent application filed in the U.S. Patent and Trademark Office on _____ assigned Serial No. _____; or

☐ an issued United States patent, issued on _____, 20____, under United States Patent No. _____.

This patent application or issued patent is hereinafter referred to as "the Patent".

Assignor has received Ten Dollars (\$10.00) and other good and valuable consideration for this assignment.

Assignor assigns to Assignee all of Assignor's right, title and interest in the Patent, the invention described and claimed in the Patent, and all patents that may issue based on the invention and on the Patent in the United States *and in every foreign country*. Assignor also assigns to Assignee all priority rights in the Patent.*

*In those countries where permitted, the Assignor authorizes the Assignee to apply for patents for the invention directly in Assignee's name.** Assignor authorizes the Commissioner of Patents and Trademarks or other governmental authority to issue all patents for the invention directly to Assignee.

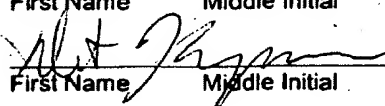
Assignor states that Assignor has the right to grant to Assignee the rights which are assigned by this assignment. Assignor will sign any additional documents as may be needed to carry out the purpose of this assignment.

This assignment is binding on all parties who lawfully succeed to the rights of or take the place of Assignor or Assignee.

* Strike italicized sections only if foreign rights are not intended to be assigned.

The undersigned hereby grant(s) to the firm of Kaplan & Gilman, L.L.P., 900 Route 9 North, Woodbridge, New Jersey 07095, the power to insert on this assignment any further identification of the Patent which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office concerning recordation of this document.

The effective date of this assignment is the date at the top of this assignment.

SIGNATURE(S)			DATE	TYPED OR PRINTED NAME(S)
First Name	Middle Initial	Last Name		Brian McConnell
			5/29/2001	David Krupinski
First Name	Middle Initial	Last Name		
First Name	Middle Initial	Last Name		

STATE OF
COUNTY OF

On _____ before me personally came

to me known to be the Assignor(s) described in and who executed the foregoing Assignment, and the Assignor(s) duly acknowledged to me execution of the same.

Notary Public

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On 5/29/01 before me personally came

DAVID KRUPINSKI

to me known to be the Assignor(s) described in and who executed the foregoing Assignment, and the Assignor(s) duly acknowledged to me execution of the same.


Notary Public

KATHLEEN M. GEE
EXPIRATION 8/25/02

STATE OF
COUNTY OF

On _____ before me personally came

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Notary Public

STATE OF
COUNTY OF

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Notary Public

Assignment of Patent Rights

Dated: June 5, 2001

Assignor: Mr. Brian McConnell
Address: 841 Corbett Avenue
San Francisco, CA 94131

Assignor: Mr. David Krupinski
Address: 50 Canterbury Court
Teaneck, NJ 07666

Assignee: Trekmail, Inc.
Address: 841 Corbett Avenue
San Francisco, CA 94131

Assignor:
Address:

Assignor:
Address:

Assignor:
Address:

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☒ a United States patent application signed by Assignor on June 5, 2001 and entitled INTERACTIVE VOICE AND TEXT MESSAGE SYSTEM; or

☐ a United States patent application filed in the U.S. Patent and Trademark Office on _____ assigned Serial No. _____; or

☐ an issued United States patent, issued on _____, 20____, under United States Patent No. _____.

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The effective date of this assignment is the date at the top of this assignment.

SIGNATURE(S)			DATE	TYPED OR PRINTED NAME(S)
X			6/5/2001	Brian McConnell
First Name	Middle Initial	Last Name		
X			X	David Krupinski
First Name	Middle Initial	Last Name		
First Name	Middle Initial	Last Name		
First Name	Middle Initial	Last Name		

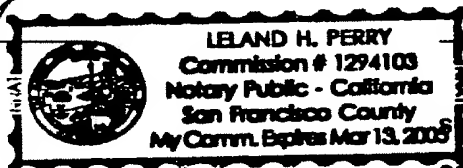
STATE OF CALIFORNIA
CITY AND SAN FRANCISCO
COUNTY OF SAN FRANCISCO

On JUNE 5, 2001 before me personally came
BRIAN MCCONNELL
to me known to be the Assignor(s) described in and who executed the foregoing Assignment, and the Assignor(s) duly acknowledged to me execution of the same.

STATE OF
COUNTY OF

On before me personally came
to me known to be the Assignor(s) described in and who executed the foregoing Assignment, and the Assignor(s) duly acknowledged to me execution of the same.


Notary Public



STATE OF
COUNTY OF

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STATE OF
COUNTY OF

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Notary Public

Notary Public

ASSIGNMENT

COPY

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, TREKMAIL, INC. a California corporation having offices at 55 Leveroni Ct., Novato, CA 94949 (hereinafter "Assignor"), hereby grants, assigns, sells, transfers, conveys, sets over and quitclaims effective as of August 3, 2005 to VISTO CORPORATION, a Delaware corporation having offices at 275 Shoreline Dr., Suite 300, Redwood City, CA 94065 (hereinafter "Assignee"), its successors and assigns the entire rights, title and interests in and to the patent applications set forth herein below; in and to the inventions covered by such patent applications; in and to any further provisional, patent, divisional, continuation, continuation-in-part, or reissue applications corresponding to such patent applications and any reexamination of such patents and patent applications which may arise therefrom; in and to any foreign patents and patent applications corresponding thereto; and the right to claim priority based on the filing dates of such patent applications under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purpose; together with all claims for profits damages due or accrued by reason of past, present, or future infringements of such patents and applications, with the right to sue for, and collect the same for, Assignee's own use and benefit, and for the benefit of Assignee's successors, assigns, and legal representatives. Assignor will without further compensation, perform such lawful acts and execute all further documents as Assignee may reasonably request to effectuate fully the assignment of such patents and patent applications. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same assignment.

Patents and Patent Applications Assigned Herein

Patent Application Serial No.	Title	Filing Date
09/884,531	INTERACTIVE VOICE AND TEXT MESSAGE SYSTEM	June 19, 2001

~~VISTO CORPORATION~~ (Assignee)

Signature

Tim Roblin,

Printed Name

General Counsel

Title

10/20/2005

Date _____

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

Acknowledged before me, a Notary Public, within and for said County and State.
WITNESS my hand and notarial seal this _____ day of _____, 2005.

My Commission Expires:

Notary Public

Resident of _____ County

Printed Name _____